

AMENDMENT TO LEASE

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THIS AMENDMENT TO LEASE made this 7th
day of February, 1963, by and between the County
of Los Angeles hereinafter referred to as "County" and
Neptune Development Company, Inc.

hereinafter referred to as "Lessee" WITNESSETH:

WHEREAS, the parties hereto have heretofore, on the
Fourth day of May, 1962, entered
into a lease of premises, commonly referred to as Parcel
No. Ten (10), Marina del Rey, consisting of a total
of 523,074 square feet and situated in the
Marina del Rey Small Craft Harbor of the County of Los
Angeles, State of California, more particularly described
in Exhibit "A" attached hereto and incorporated herein, and:

WHEREAS, the Board of Supervisors on the Twenty-second
day of January, 1963, adopted a resolution autho-
rizing certain amendments to the provisions of the said
lease:

NOW, THEREFORE, in consideration of the mutual premise
and covenants of each of the parties hereto, it is hereby
agreed as follows:

1. SECTION 21 (DEFAULT) IS AMENDED BY ADDING THE FOLLOWING
SUBPARAGRAPH TO READ AS FOLLOWS:

Upon any default under this lease, where the leasehold
and/or improvements thereon are subject to a mortgage
or trust deed, County shall give mortgagee notice in
writing, and the mortgagee, his successors and assigns,
shall have the right at any time within six (6) months
from the date of such notice to correct the default and
reinstate the lease, or, if County declares the lease

APPROVED BY BOARD OF SUPERVISORS

JAN 21 1963

Gordon T. Nesvig
Clerk of the Board

forfeited and secures possession of the leased premises, the mortgagee within six (6) months of such forfeiture and securing of possession may elect to request and receive a new lease running to mortgagee, his successors and assigns, having the same provisions and conditions as this lease and having a term equal to the remaining term of this lease, except that the mortgagee's liability for ground rental shall not extend beyond the property encumbered by his loan or loans, the County to deliver possession of the property immediately upon the execution of such new lease, and the mortgagee to pay to County the amount of ground rentals due under this lease less any net rentals or other income which County may have received during the time it may have been in possession of the property.

2. All other terms and conditions and covenants to the said Lease are to remain unchanged.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Lease to be subscribed by the Chairman of said Board and attested by the Clerk thereof, and the Lessee has executed the same the day and year first hereinabove written:

DATED January 24, 1963

(SEAL)

GORDON T. NESVIG
Clerk of the Board
of Supervisors

By SANDRA EDWARDS
Deputy

APPROVED AS TO FORM:

HAROLD W. KENNEDY
County Counsel

By James A. Johnson
Deputy

Neptune Development Co Inc
By Stanley J. Platt
President
By Lynell R. Neufeld
Secretary

THE COUNTY OF LOS ANGELES

By WARREN M. DORN
Chairman of its Board of
Supervisors

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 10 Amended

Parcels 102 to 132 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

Also reserving and excepting therefrom unto the County of Los Angeles an easement for drainage purposes in and across that portion of above described parcel of land which lies within the northerly 10 feet of the easterly 12 feet of the westerly 40 feet of said Parcel 118.

DESCRIPTION APPROVED

JAN 9 1962

JOHN A. LAMBIE

County Engineer

BY *Samuel L. Williams* DEPUTY

Form 524 Rev 11-55 (Corporation)

STATE OF CALIFORNIA
COUNTY OF
Los Angeles } ss.

On January 24, 1963 before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared

Stanton J. Platt

known to me to be the _____ President, and
Lionel R. Neufeld

known to me to be the _____ Secretary of
the Corporation that executed the within instrument, known
to me to be the persons who executed the within instrument
on behalf of the Corporation therein named, and acknowledged
to me that such Corporation executed the within instrument
pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

(Seal) Suzanne L. Rosenthal (Sign)
Notary Public Commissioned for said County and State
SUZANNE L. ROSENTHAL

My Commission Expires October 13, 1964
Type or print name (Gov't C. 8205)